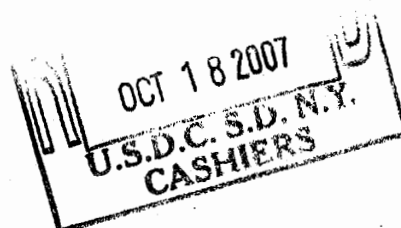


JUDGE LEISURE

BLANK ROME, LLP
Attorneys for Plaintiff
Jeremy J.O. Harwood (JH 9012)
Brian S. Tretter (BT 6037)
405 Lexington Avenue
The Chrysler Building
New York, NY 10174
(212) 885-5000

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Y
07 CIV 9327



KOOKYANG SHIPPING CO. LTD.,

Plaintiff,

v.

STARLIGHT MARITIME LTD.,

Defendant.

07 Civ.

VERIFIED COMPLAINT

Plaintiff KOOKYANG SHIPPING CO. LTD., ("Kookyang"), as Owner of the M/V KY FORTUNE ("Vessel"), by its attorneys Blank Rome, LLP, complaining of the above-named Defendant STARLIGHT MARITIME LTD., ("Starlight"), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has subject matter jurisdiction.

2. At all material times, Kookyang was and now is a foreign company organized and existing under the laws of Korea.

3. At all material times, defendant Starlight was corporation organized and existing under the laws of the United Kingdom.

4. Starlight was removed from the England and Wales Company Register on May 10, 2005, but, upon information and belief, Starlight continues to trade as well as charter vessels in its own name.

THE BASIC FACTS

5. Starlight entered into a voyage charter party, as expressed in writing in a fixture recap ("Charter") for the Vessel with Kookyang, dated on or about July 31, 2007.

6. Kookyang tendered a notice of readiness for the Vessel dated August 2, 2007, informing Starlight that the Vessel was ready for loading in Bangkok, Thailand.

7. Less than an hour after receiving the notice of readiness Starlight cancelled the Charter.

8. Kookyang attempted to negotiate with Starlight in order to reach an accommodation that would allow the voyage to progress as agreed, but Starlight insisted on cancelling the Charter.

9. Kookyang incurred a dead freight charge of \$204,750.

10. Kookyang provided Starlight with notice of its claims by email dated August 7, 2007. Starlight declined to reply.

11. Upon information and belief, the Charter is subject to arbitration. This action is expressly filed without prejudice to that right of arbitration.

COUNT I

RULE B RELIEF

12. Plaintiff repeats paragraphs 1 through 11 as if fully set forth herein.

13. Plaintiff seeks issuance of process of maritime attachment so that it may obtain security for its claims including its attorneys' fees and arbitrators' fees which are routinely awarded in arbitration and no security for Plaintiff's claim has been posted by Starlight or anyone acting on its behalf to date.

14. At best as can now be estimated, Plaintiff expects to recover the following amounts in the arbitration:

A. On the principal claim	\$ 204,750,000
B. Estimated Recoverable Lawyers and Arbitrators' Fees & "Costs"	\$ 80,000.00
C. Interest over the course of 3 years at 8% per annum	\$ 68,340.00
TOTAL:	\$ 353,090.00

15. Defendant cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure ("Rule B"), but is believed to have, or will have during the pendency of this action, assets in this jurisdiction.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against Starlight, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

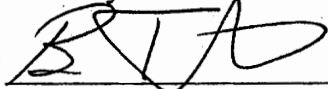
B. That since Starlight cannot be found within this District pursuant to Rule B, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of Starlight's tangible or intangible property or any other funds held by any garnishee listed in Schedule A hereto or any other or additional garnishees as may be named in any supplemental Process of Maritime Attachment and Garnishment, which are due and owing to Starlight up to the amount of \$353,090.00 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint;

C. That this Court retain jurisdiction over this matter through the entry of a judgment or award associated with the pending claims including appeals thereof.

D. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY
October 17, 2007

Respectfully submitted,
BLANK ROME, LLP
Attorneys for Plaintiff

By 

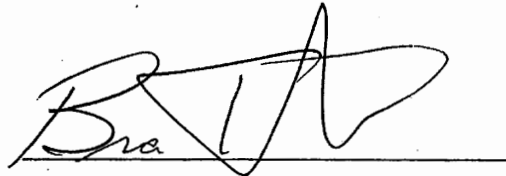
Jeremy J.O. Harwood (JH 9012)
Brian S. Tretter (BT 6037)
405 Lexington Avenue
New York, NY 10174
Tel.: (212) 885-5000

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

Brian S. Tretter, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome, LLP, attorneys for Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of Plaintiff.



Sworn to before me this
17 day of October 2007


Notary Public

BARBARA WALSH
Notary Public, State of New York
No. 01WA4925486
Qualified in Queens County
Commission Expires August 15, 2010

SCHEDULE A

1. The Bank of New York
2. Bank of America
3. JP Morgan Chase
4. ABN Amro Bank
5. American Express Bank
6. Barclay's Bank
7. BNP Paribas
8. Citibank
9. Deutsche Bank and/or Deutsche Bank Trust Co. Americas
10. Commerce Bank
11. HSBC (USA) Bank
12. Standard Chartered Bank
13. Wachovia Bank
14. UBS, AG
15. Union Bank of California
16. Bank of China
17. HSBC Bank PLC
18. HSBC Bank Middle East
19. HSBC Bank USA NA

BLANK ROME, LLP
Attorneys for Plaintiff
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KOOKYANG SHIPPING CO. LTD.,

Plaintiff,

v.

STARLIGHT MARITIME LTD.,

Defendant.

07 Civ.

**AFFIDAVIT UNDER
SUPPLEMENTAL RULE B**

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

BRIAN S. TRETTER, being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome, LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the complaint and submit this affidavit in support of Plaintiff's request for the issuance of process of maritime attachment and garnishment of the property of defendant STARLIGHT MARITIME LTD., as Charterer of the M/V KY FORTUNE, a company organized and existing under the laws of the United Kingdom, pursuant to Rule

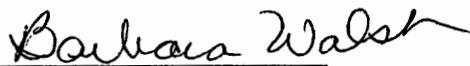
B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. The defendant is not incorporated or registered to do business in this State.
3. Under my supervision, my office did a search of the New York State Secretary of State, Division of Corporations, Transportation Tickler (2006 edition), telephone assistance in New York City, and the internet Yellow Pages.
4. In our search, we did not find any listing or reference to defendant in this district or state.
5. In the circumstances, I believe the defendants cannot be "found" within this district.
6. I attach as Exhibit 1 hereto a true copy of the Plaintiff's email to Defendant setting out its claims.



Brian S. Tretter

Sworn to before me this
17th day of October, 2007



Notary Public

BARBARA WALSH
Notary Public, State of New York
No. 01WA4925486
Qualified in Queens County
Commission Expires August 15, 2010

EXHIBIT 1

Kintzer, Renee

From: sky [skypark@kookyang.co.kr]
Sent: Monday, August 13, 2007 6:19 AM
To: STARLIGHT MARITIME LTD.; ?? -biz2
Subject: RE: mv KY Fortune / canceling

DEAR MR. KHALED

THKS YR KIND COOPERATION

1. PLS LET US HV CHTRS REPLY TO OUR CLAIMS BY RTN
2. PLS ADV CHTRS FULL STYLE WITH PIC BY RTN
3. PLS LET US HV CHTRS EXCUTE CP -MV. PACIFIC BREEZE BY RTN

THKS N B'RGDS/ SKY PARK

KOOKYANG SHIPPING CO., LTD
TEL : 02-6496-2729
FAX : 02-6496-2779
M/P: 011-9653-9906
E-MAIL : skypark@kookyang.co.kr

-----Original Message-----

From: sky [mailto:skypark@kookyang.co.kr]
Sent: Tuesday, August 07, 2007 6:14 PM
To: STARLIGHT MARITIME LTD.; ?? -biz2
Subject: RE: mv KY Fortune / canceling

DEAR MR. KHALED

THKS YR KIND COOPERATION

WITH REGARD TO FIXTURE RECAP BET STARLIGHT MARITIME LTD, UK AND KOKYANG SHIPPING DTD 31ST OF JUL 2007, HEREWITH WE CLAIM CHTRS TO COMPENSATE OUR DAMAGES FOR CHTRS NON-PERFORMANCE

DEAD FRT : 6000MT X USD35 PMT = USD210,000 X 0.975 =USD 204,750

PLS REMIT USD204,750 TO OUR BELOW NOMINATED BANK ACCT IMMEDIATELY N CFM REMITTANCE DETAILS SOONEST

OUR ACCT NO.
KOREA EXCHANGE BANK , TAEPYONGRO BRANCE
ACCT NO. 063-JSD-100914-6 IN FAVOUR OF KOOKYANG SHIPPING CO., LTD
SWIFT CODE : KOEX KRSE

YR KIND COOPERATION WD BE HIGHLY APPRECIATED

THKS N B'RGDS/ SKY PARK

10/15/2007

KOOKYANG SHIPPING CO., LTD
TEL : 02-6496-2729
FAX : 02-6496-2779
M/P: 011-9653-9906
E-MAIL : skypark@kookyang.co.kr

-----Original Message-----

From: STARLIGHT MARITIME LTD. [mailto:charts@wanadoo.jo]
Sent: Friday, August 03, 2007 4:48 PM
To: sky; ?? -biz2
Subject: Re: mv KY Fortune / canceling

Good day!
Thanks for your kind information and well noted.
regret to say but we can do nothing in this situation.
due to current situation with bagged rice ban by quarantine inspection
of russian federation chtrs can't arrange this voyage.

regret for such outcome.

best regards
khaled

----- Original Message -----

From: "sky" <skypark@kookyang.co.kr>
To: "STARLIGHT MARITIME LTD." <charts@wanadoo.jo>; "?? -biz2"
<biz2@kookyang.co.kr>
Sent: Friday, August 03, 2007 9:42 AM
Subject: RE: mv KY Fortune / canceling

> DEAR MR. KHALED

>

> THKS YRS BUT, WE NEED YR MORE CLARIFICATION
> THAILAND BAGGED RICE ONLY HV BN BANNED BY QUARANTINE INSTECTION OR ALL
> BAGGED RICE INCLUDING VIETNAM HV BN BANNED
> IF ONLY THAILAND, WE WD LIKE TO PROPOSE CHTRS TO ARRANGE EVEN VIETNAM RICE
> ONLY TO TO REDUCE THE DAMAGE

>

>

>

> THKS N B'RGDS/ SKY PARK

> =====

> KOOKYANG SHIPPING CO., LTD
> TEL : 02-6496-2729
> FAX : 02-6496-2779
> M/P: 011-9653-9906
> E-MAIL : skypark@kookyang.co.kr

>

> -----Original Message-----

> From: STARLIGHT MARITIME LTD. [mailto:charts@wanadoo.jo]
> Sent: Friday, August 03, 2007 3:09 PM
> To: sky; ?? -biz2
> Subject: Re: mv KY Fortune / canceling

>

>

>

> dear mr sky part

10/15/2007

>
> actually problem is that no possibility to arrange this voyage due to
> bagged
> rice ban by quarantine inspection
> no possibility now to disch cgo at nakhodka,
> this was surprise for all of us
> it is no reson to wait any more, shipment canceled
>
> brgds/khaled
> starlight maritime ltd.
>
> ----- Original Message -----
> From: "sky" <skypark@kookyang.co.kr>
> To: "?? -biz2" <biz2@kookyang.co.kr>; "STARLIGHT MARITIME LTD."
> <charts@wanadoo.jo>
> Sent: Friday, August 03, 2007 5:21 AM
> Subject: RE: mv KY Fortune / canceling
>
>
>> DEAR MR. KHALED
>>
>> SO MUCH REGRET TO NOTE ABSURD NOTICE
>> AS YOU MAY KNOW, FIXTURE RECAP HV BN AGREED ON 31ST OF JUL WHICH HV BN
>> SIGNED CLEARLY
>> NOR TENDERED ON 0650LT 2ND AUG AND VSL IS NOW WAITING FOR CGO AT BANGKOK
>> HOW SUCH CAN BE HAPPENED ?
>>
>> WE WL FILE A CLAIMS FOR OUR DAMAGE
>>
>> BUT, IN ORDER TO SOLVE THE PROBLEM AMICABLY, WE WD LIKE TO FIND A WAY
>> ENABLING TO MINIMIZE THE LOSS
>>
>> HOW ABT THE POSSIBILITY TO INCREASE CGO QTY UPTO 6000MT AT HOCHMINH ONLY
>> ?
>> IF INCREASEMENT WD NOT BE POSSIBLE, HOW ABT TO LOAD EVEN 4000MT ONLY ?
>>
>> ANYWAY, PLS TRY YR BEST TO FIND A WAY N LET US HV YR KIND PROPOSAL BY RTN
>>
>>
>> THKS N B'RGDS/ SKY PARK
>> =====
>> KOOKYANG SHIPPING CO., LTD
>> TEL : 02-6496-2729
>> FAX : 02-6496-2779
>> M/P: 011-9653-9906
>> E-MAIL : skypark@kookyang.co.kr
>>
>> -----Original Message-----
>> From: STARLIGHT MARITIME LTD. [mailto:charts@wanadoo.jo]
>> Sent: Thursday, August 02, 2007 9:06 PM
>> To: sky
>> Subject: Fw: mv KY Fortune / canceling
>>
>>
>>
>>
>>> Dear mr SKY PART
>>>
>>> Good day!
>>> regret to say but 10 min ago have received official letter from chtrs
>>> that they have to cancel this voyage due to force majore situation.

10/15/2007

